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and Certain of Its Affiliates

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i>,	:
	:
Debtors.	:
	:
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**Chapter 11 Case No.
08-13555 (JMP)
(Jointly Administered)**

**ORDER AUTHORIZING DEBTORS TO
ASSUME CERTAIN EXECUTORY CONTRACT**

WHEREAS on October 25, 2011, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a Plan Supplement [ECF No. 21254], as amended from time to time (the “Plan Supplement”),¹ containing documents and schedules in connection with the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors (the “Plan”), dated December 5, 2011 [ECF No. 22973] that was confirmed by order of the Court on December 6, 2011 [ECF No. 23023] (the “Confirmation Order”);²

WHEREAS the Plan became effective on March 6, 2012;

¹ A list of the amendments to the Plan Supplement and other notices and orders pertaining thereto is annexed hereto as Exhibit A.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan and the Confirmation Order.

WHEREAS pursuant to the Confirmation Order, the Court approved the assumption, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of each executory contract and unexpired lease designated in the Plan Supplement, other than any executory contracts and unexpired leases set forth on Schedules 1 and 2 of the Confirmation Order, or that were the subject of the objections listed on Schedules 1 and 2 of the Confirmation Order;

WHEREAS the executory contract listed on Exhibit B hereto (the “Citi Contract”) was included on Schedule 2 of the Confirmation Order and designated as a Deferred Contract because the Debtors and CitiMortgage, Inc. (“CitiMortgage”) agreed to defer all disputes in connection with the Debtors’ motion to assume the Citi Contract;

WHEREAS the Debtors and CitiMortgage have resolved all issues related to assumption of the Citi Contract, and, therefore, the Debtors seek this Court’s approval to assume the Citi Contract in accordance with the Confirmation Order and the Plan;

IT IS HEREBY:

ORDERED that pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, the assumption of the Citi Contract by the Debtors is hereby approved; and it is further

ORDERED that the filing and service of the Plan and the Plan Supplement, the service of notice of the \$0 cure amount, the publication of the Confirmation Order, and the service of a notice of presentment with respect to this Order provides adequate notice of the assumption of the Citi Contract; and it is further

ORDERED that there are no defaults of Lehman Brothers Holdings Inc. under the Citi Contract that must be cured pursuant to section 365(b) of the Bankruptcy Code; and it is further

ORDERED that CitiMortgage has been provided with adequate assurance of future performance pursuant to section 365(f) of the Bankruptcy Code; and it is further

ORDERED that the assumption of the Citi Contract shall not enhance any contractual rights of CitiMortgage that were otherwise unenforceable under the Bankruptcy Code immediately prior to the assumption of such contract; *provided, however*, that the rights of CitiMortgage to assert that a contractual right was enforceable under the Bankruptcy Code immediately prior to assumption or rejection and the Debtors' rights to dispute any such assertions are fully preserved; and it is further

ORDERED that with respect to the Citi Contract, any defaults on the part of the Debtors that may arise because of a condition specified in section 365(b)(2) of the Bankruptcy Code ("Ipso Facto Defaults") are not subject to the requirements under section 365(b)(1) of the Bankruptcy Code and no party shall be permitted to declare a default, terminate, cease payment, delivery or any other performance under any executory contract or unexpired lease, or any agreement relating thereto, or otherwise modify any such executory contract or unexpired lease, assert any Claim or right to termination payment, or impose any penalty or otherwise take action against a Debtor as a result of an Ipso Facto Default; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
September 28, 2012

s/ James M. Peck
HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

**AMENDMENTS TO THE PLAN SUPPLEMENT AND OTHER NOTICES AND
ORDERS PERTAINING THERETO**

1. Amendment No. 1 to the Plan Supplement, filed on November 4, 2011 [ECF No. 21665].
2. Amendment No. 2 to the Plan Supplement, filed on November 15, 2011 [ECF No. 22156].
3. Amendment No. 3 to the Plan Supplement, filed on November 22, 2011 [ECF No. 22590].
4. Amendment No. 4 to the Plan Supplement, filed on November 29, 2011 [ECF No. 22742].
5. Amendment No. 5 to the Plan Supplement, filed on December 2, 2011 [ECF No. 22876].
6. Amendments No. 6 and No. 7 to the Plan Supplement, filed on December 5, 2011 [ECF Nos. 22975 and 22980].
7. Notice of Withdrawal of Debtors' Application to Assume Certain Executory Contracts, filed on January 31, 2012 [ECF No. 24823].
8. Notice of (i) Withdrawal of Debtors' Application to Assume Certain Executory Contracts, (ii) Indefinite Adjournment of Debtors' Application to Assume Certain Executory Contracts, (iii) Adjournment of Hearing on Debtors' Application to Assume Certain Executory Contracts, and (iv) Status Conference on Debtors' Proposed Assumption of Executory Contracts, filed on February 9, 2012 [ECF No. 25201].
9. Third Notice of Withdrawal of Debtors' Application to Assume Certain Executory Contracts, filed on February 13, 2012 [ECF No. 25266].
10. Order Authorizing Debtors to Assume Certain Executory Contracts and Unexpired Leases, entered by the Court on March 19, 2012 [ECF No. 27016].
11. Fourth Notice of Withdrawal or Deferral of Debtors' Application to Assume Certain Executory Contracts, filed on April 3, 2012 [ECF No. 27262].
12. Fifth Notice of Withdrawal or Deferral of Debtors' Application to Assume Certain Executory Contracts, filed on May 31, 2012 [ECF No. 28313].
13. Notice of Presentment of Order Authorizing Debtors to Assume Certain Executory Contracts and Unexpired Leases, filed on May 31, 2012 [ECF No. 28326].
14. Notice of Adjournment of Hearing on Debtors' Application to Assume Certain Executory Contracts, filed on June 19, 2012 [ECF No. 28871].
15. Sixth Notice of Withdrawal or Deferral of Debtors' Application to Assume Certain Executory Contracts, filed on June 25, 2012 [ECF No. 28956].

16. Corrected Sixth Notice of Withdrawal or Deferral of Debtors' Application to Assume Certain Executory Contracts, filed on June 25, 2012 [ECF No. 28957].

17. Seventh Notice of Withdrawal or Deferral of Debtors' Application to Assume Certain Executory Contracts, filed on August 14, 2012 [ECF No. 30026].

EXHIBIT B

CITI CONTRACT

**THE FOLLOWING CONTRACT LISTED IN THE PLAN SUPPLEMENT ON EXHIBIT 2, PART D – RESIDENTIAL
REAL ESTATE AGREEMENTS – IS THE CITI CONTRACT:**

Investor Codes	Debtor(s)	Counterparty(ies)	Title of Agreement	Description	Notice Address(es)
77079	Lehman Capital, a division of Lehman Brothers Holdings Inc.	CitiMortgage, Inc.	Flow Mortgage Loan Purchase and Servicing Agreement between Lehman Capital, a division of Lehman Brothers Holdings Inc. (Initial Purchaser), and CitiMortgage, Inc. (Seller and Servicer), Dated as of December 7, 2007	Residential Loan Servicing Agreement	Lawrence J. Kettenbach, Jr. SVP / Associate General Counsel CitiMortgage, Inc. 1000 Technology Dr. O'Fallon, MO 63368